

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

CHAPTER 13

YVETTE GARNETT

Debtor

BANKRUPTCY NO. 20-13108

CITIZENS BANK, N.A.

Movant

STIPULATION BY AND BETWEEN YVETTE GARNETT AND CITIZENS BANK, N.A.

WHEREAS, the parties hereto, and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Mary F. Kennedy on behalf of mortgagee. Citizens Bank, N.A. ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. Movant is a mortgagee and holder of a perfected, secured claim against the Debtor pursuant to a Note and Mortgage on Debtor's real estate known as at 431 Spring Hollow Road, Middletown, DE 19709.

2. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor and secured creditor. Citizens Bank, N.A., agree to the following:

(a) Debtor(s) acknowledges that the current regular monthly post-petition mortgage payment is \$2,400.28 per month. The monthly payment is subject to change in accordance with the terms of the Note and Mortgage.

(b) On or about December 16, 2021, Debtor paid the Movant funds sufficient to pay the December 2021, post-petition mortgage payment.

(c) Commencing with the January 1, 2022, payment the Debtor(s) shall resume and shall continue to make all regular monthly post petition mortgage payments when they are due in accordance with said Note and Mortgage.

(d) Debtor agrees to pay movant \$705.00 toward Movant's Motion for Relief attorney fees and costs.

(e) Beginning January 1, 2022 and continuing through March 1, 2022, in addition to Debtor(s) regular monthly post-petition mortgage payment Debtor(s) shall pay to Citizens Bank, N.A. its successors and/or assigns the sum of \$235.00. This payment shall be applied toward the attorney fees and costs shown in paragraph 2(d) above. This payment shall be made payable to: Citizens Bank, N.A.; and mailed to: The Law Office of Gregory Javardian, LLC, 1310 Industrial Blvd., Ste 101, Southampton, PA 18966.

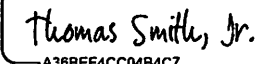
(f) The Debtor(s) shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, Movant may provide the Debtor(s) and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and relist a hearing on Movant's request for relief from the stay.

(g) Should Citizens Bank, N.A. its successors and/or assigns be granted relief from the stay after filing a Certification of Default in accordance with paragraph 2(f) above, the parties agree that the said relief order shall include the following language: "bankruptcy Rule 4001(a)(3) is not applicable, and Movant is allowed


to immediately proceed with foreclosure and all other relief available under the Non-Bankruptcy law.”

(h) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:

DocuSigned by:

A36BEF4CC04B4C7
Thomas R. Smith, Jr., Esquire
Attorney for Debtor

Date: 1/4/2022


Mary F. Kennedy, Esquire
Attorney for Citizens Bank, N.A.


Date: 1/4/2022

/S/ Ann E. Swartz for
Scott F. Waterman, Esquire
Trustee

Date: 1/5/2022

On this ____ day of _____, 2022, approved by the Court.

Date: January 10, 2022


United States Bankruptcy
Judge Ashely M. Chan